

**COOPERATIVE AGREEMENT
FOR THE ESTABLISHMENT OF
AN INTEGRATED REGIONAL WATER MANAGEMENT GROUP
FOR THE SAN GABRIEL AND LOWER LOS ANGELES AND
RIVERS WATERSHED**

BY AND BETWEEN

LIST ALL PARTIES

THIS COOPERATIVE AGREEMENT (the "AGREEMENT") is made and entered into this ____ day of _____, 2005, by and between the **(LIST ALL PARTIES)** The **(LIST ALL PARTIES)** may be referred to collectively as the "PARTIES" and individually as the "PARTY."

WITNESSETH

WHEREAS, in November 2002 the California voters passed Proposition 50, the Water Security, Clean Drinking Water, Coastal and Beach Protection Act of 2002. It amended the California Water Code authorizing the Legislature to appropriate \$500 million for Integrated Regional Water Management Plan (IRWMP) Projects.

WHEREAS, the intent of the IRWMP program is to encourage integrated regional strategies for the management of water resources and provide funding, through competitive grants, for projects that protect communities from drought, protect and improve water quality, and improve local water security by reducing dependence on imported water.

WHEREAS, eligible grant recipients are "public agencies" defined as a city, county, city and county, district, joint powers authority, a state agency or department or other political subdivision of the state and "non-profit" organizations defined as any California corporation organized under Section 501(c)(3), 501(c)(4), or 501(c)(5) of the federal Internal Revenue Code. Other entities may be part of the regional water management group responsible for applying for the grant and may perform work funded by the grant.

WHEREAS, the IRWMP Grant Program will consist of two separate solicitations: 1) for planning and 2) implementations proposals. Implementation grants must be submitted by a regional water management group or regional agency and include: 1) documentation of a formally adopted IRWMP, 2) demonstrate consistency with IRWMP Standards (CWC § 79562.5(b)), 3)

describe specific implementation projects for which funding is being requested, 4) prioritize proposed projects listed in the Plan, and 5) identify matching funding.

WHEREAS, the IRWMP Grant Program application must: 1) identify a regional water management group or regional agency responsible for development and implementation of the plan and demonstrate that all agencies and organizations necessary to address the objectives and water management strategies of the Plan were involved in the planning process, 2) identify the integrated regional water management region and explain why that region is appropriate, and 3) identify Plan objectives, the manner in which they were determined, and address major water related objectives and conflicts within the region including, at a minimum, water supply, groundwater management, ecosystem restoration, and water quality.

WHEREAS, a regional water management group, for the purpose of qualifying for a IRWMP Grant, is defined as three or more local public agencies where at least two of which have statutory authority over water management, which may include but is not limited to water supply, water quality, flood control, or storm water management. Other public agencies or community based organizations may also be members of a regional water management group.

WHEREAS, the PARTIES have the desire and interest to undertake the development, implementation and administration of an Integrated Regional Water Management Plan for the San Gabriel and Lower Los Angeles Rivers Watershed; and

WHEREAS, other entities including, but not limited to, non-profit organizations, municipalities, and public interest groups (collectively referred to as "STAKEHOLDERS") desire to join in the development and administration of the IRWMP; and

WHEREAS, the PARTIES agree to work together to apply for and solicit local, state, and federal funding, along with self-funding as appropriate, for implementation of the IRWMP; and

NOW, THEREFORE, IN CONSIDERATION OF THE MUTUAL COVENANTS AND PROMISES OF THE PARTIES HERETO, AND THE PROVISIONS, CONDITIONS AND TERMS PROVIDED FOR HEREIN, THE PARTIES AGREE AS FOLLOWS:

SECTION 1. PURPOSE:

1.1. Purpose: The PARTIES hereby enter into this AGREEMENT for the purpose of advancing the planning, implementation and administration of the IRWMP for the San Gabriel and Lower Los Angeles Rives Watershed.

The key focus of the cooperative effort is for the PARTIES to participate jointly in the development and implementation of the IRWMP. Further, the parties may modify provisions of this AGREEMENT to accommodate changes that may arise during the development of the IRWMP.

SECTION 2. TERM:

- 2.1. Term: This AGREEMENT shall have a term of five (5) years which shall commence upon the date all of the PARTIES have approved and duly executed the AGREEMENT (the "Execution Date"). The AGREEMENT may be extended by mutual written AGREEMENT of the PARTIES.

SECTION 3. STEERING COMMITTEE:

- 3.1. Formation: Pursuant to this AGREEMENT there shall be a Steering Committee (the "Steering Committee") created which shall be composed of voting PARTY members and the Chair of the STAKEHOLDER Advisory Committee, who shall serve as a voting member of the Steering Committee. Each PARTY shall appoint one (1) member to represent it on the Steering Committee. Each PARTY member shall serve at the pleasure of the appointing PARTY.

- 3.2. Duties & Powers: The Steering Committee shall be responsible for the following:

- A. To meet regularly and in no event less than every other month immediately following the Agreements execution date;
- B. To attend meetings called by the Steering Committee Chair or any one of the PARTIES;
- C. To establish, as necessary, subcommittees charged with studying, investigating and soliciting information that will advance the completion of a IRWMP for the San Gabriel and Lower Los Angeles Rivers Watershed;
- D. To establish project evaluation criteria and project priorities consistent with the requirements of the IRWMP;
- E. Identification of reliable and long-term funding sources for the implementation of the IRWMP and the active solicitation of funds from these sources;
- F. The preparation of monthly reports for the PARTIES and STAKEHOLDERS describing the progress of the Steering Committee;

G. Sharing to the extent not otherwise prohibited by law or by legal or trade secret privilege, all information required to develop, prepare, and submit documents for the IRWMP, including monitoring data, CADD and GIS or other electronic data. Such sharing shall be subject to any applicable license agreements or other restrictions. All data shared among the Parties shall be provided “as is” and without warranties as to accuracy or as to any other characteristics, whether expressed or implied. The intent of this data-sharing provision is to facilitate the development of the IRWMP, and the Parties agree not to use such data for tasks unrelated to the IRWMP.

- 3.3 Organization of Steering Committee: The members of the Steering Committee shall elect from among themselves one (1) person to serve as the chairman and one (1) person to serve as vice-chairman (hereinafter the “Chair” and “Vice-Chair,” respectively) of the Steering Committee. The Chair and Vice-Chair shall serve for terms of one (1) year. The Chair shall preside at all meetings of the Steering Committee and the Vice-Chair shall preside in the Chair’s absence.
- 3.4 Compensation for Committee Members: Each PARTY or STAKEHOLDER shall be responsible for the compensation of their respective Steering Committee representative and may adopt internal policies providing for such compensation. However, the Steering Committee, in its sole discretion, may authorize the reimbursement of Steering Committee members for specific committee-related costs and expenditures incurred with the prior authorization of the Steering Committee.
- 3.5 Quorum: Except as otherwise provided herein, the presence of a majority of the Steering Committee members at any meeting of the Steering Committee shall constitute a quorum for the purposes of conducting business or issuing any other Steering Committee directives or recommendations.
- 3.6 Steering Committee Action: Except as otherwise provided herein, a majority vote of a quorum of the Steering Committee shall be sufficient for the Steering Committee to make all decisions or recommendations.
- 3.7 Sub-committees: The Steering Committee, in its sole discretion, may from time to time create any number of sub-committees to assist the Steering Committee with the undertaking contemplated under this AGREEMENT. The Advisory Committee and Sub-committees shall be subject to the oversight of the Steering Committee and no recommendation or finding of a sub-committee shall be binding upon the Steering Committee. Sub-

committees shall be composed of any number of persons the Steering Committee sees fit in its sole discretion. Sub-committee members shall be selected from among the officers, officials, employees and members in good standing of the PARTIES and the STAKEHOLDERS.

SECTION 4. CONTRACT AND FUNDING:

- 4.1 Contracting: The Parties agree that the Watershed Conservation Authority (WCA) will administer the contract with Moore, Icafano & Goltsman, Inc. (MIG) and Camp Dresser & McKee, Inc. (CDM), Consultant, to assist with the development of the IRWMP.
- 4.2 Administration of Consultant: The WCA shall be responsible for coordinating the activities of the Consultant to ensure that all related deliverables, to be specified in a Scope of Work agreed upon by the Parties in the manner provided herein, are being delivered on time and within budget.

SECTION 5. ADDITIONAL PARTIES:

- 5.1 Addition of Parties: It is recognized that there may be other organizations or public entities who may wish to participate as PARTIES under this AGREEMENT. Nothing in this AGREEMENT is intended to preclude other public or private entities or organizations from becoming PARTIES under this AGREEMENT, provided their admission is (a) unanimously approved by the existing PARTIES and (b) the proposed PARTY becomes a signatory to this AGREEMENT.

SECTION 6. STAKEHOLDERS:

- 6.1 Definition: For the purposes of this AGREEMENT, the term "STAKEHOLDER" shall mean any public-minded organization or entity whose vision, insight and expertise are intended to assist the Steering Committee and the PARTIES in the planning for the IRWMP. Any organization or entity may become a STAKEHOLDER provided: 1) its membership is unanimously approved by all the PARTIES and 2) the organization or entity becomes a signatory to that certain Stakeholders' Participation Agreement (the "Participation Agreement"), the form of which is attached hereto as Exhibit _____. STAKEHOLDERS shall be committed to active participation on an Advisory Committee. Failure to participate in three consecutive Advisory Committee meetings may be cause for revocation of an entity's STAKEHOLDER status.

SECTION 7. GRANTS:

- 7.1 Grants: All PARTIES and STAKEHOLDERS shall use their best efforts to identify grant funding sources for implementation of the IRWMP and shall lend their active support to Steering Committee efforts to apply for and procure such grant funds. PARTIES and STAKEHOLDERS may also choose to contribute funds to support any and all phases of the work to be performed under this agreement.

SECTION 8. MODIFICATION:

- 8.1 Modifications: This AGREEMENT shall not be amended or modified, unless by mutual written agreement of all of the PARTIES. Any such written modification shall be attached and incorporated hereto.

SECTION 9. TERMINATION:

- 9.1 Voluntary Termination: Any PARTY may terminate its participation in this AGREEMENT upon ninety (90) days prior written notice to all the other PARTIES. Such termination shall be effective ninety (90) days after the notice is received or deemed received. The foregoing notwithstanding, the terminating PARTY shall continue to be responsible for any and all outstanding obligations, including, but not limited to, any debts, liabilities or other financial commitments incurred or pledged by the withdrawing PARTY under the annual budget or any other long-term financial commitment, until such obligations are satisfied or waived by the remaining PARTIES.
- 9.2 Involuntary Termination: A PARTY'S participation under this AGREEMENT may be terminated by majority vote of the PARTIES on any of the following grounds: 1) the PARTY'S failure or refusal to pay its pledged share, if any, of the IRWMP's site selection or design costs or 2) any other material breach of this AGREEMENT by the PARTY being terminated.

SECTION 10. NO THIRD PARTY BENEFICIARIES:

- 10.1 No Third Party Beneficiaries: Nothing in this AGREEMENT shall be construed to give any person, other than the PARTIES hereto, and any legal or equitable right, remedy or claim under or in respect of this AGREEMENT or any provisions herein contained. This AGREEMENT and conditions and provisions hereof are intended to be and are for the sole and exclusive benefit of the PARTIES.

SECTION 11. REFERENCE TO CALENDAR DAYS:

- 11.1 "Day" And "Days" Defined: Except as otherwise provided herein, any reference to the word "day" or "days" herein shall mean calendar day or calendar days, respectively.

SECTION 12. ATTORNEYS FEES:

- 12.1 Attorney Fees: In any action or proceeding brought to enforce or interpret any provision of this AGREEMENT, or where any provision hereof is validly asserted as a defense, each PARTY shall bear its own attorneys' fees and costs.

SECTION 13. SEVERABILITY:

- 13.1 Severability: If any provision of this AGREEMENT is held, determined or adjudicated to be illegal, void, or unenforceable by a court of competent jurisdiction, the remainder of this AGREEMENT shall be given effect to the fullest extent reasonably possible.

SECTION 14. SUCCESSORS AND ASSIGNS:

- 14.1 Successors and Assigns: The terms and provisions of this AGREEMENT shall be binding upon and insure to the benefit of the PARTIES hereto and their successors and assigns.

SECTION 15. NOTICES:

- 15.1 Notice: All notices required or desired to be given under this AGREEMENT shall be in writing and (a) delivered personally, or (b) sent by certified mail, return receipt or (c) sent by telefacsimile communication followed by a mailed copy, to the addresses specified below, provided each PARTY may change the address for notices by giving the other PARTIES at least ten (10) days prior written notice of the new address. Notices shall be deemed received when actually received in the office of the addressee or when delivery is refused, as shown on the receipt of the U.S. Postal Service, or other person making the delivery, except that notices sent by telefacsimile communication shall be deemed received on the first business day following delivery.

List Parties & contact Info

SECTION 16. EXECUTION OF AGREEMENT:

- 16.1 Counterparts: This AGREEMENT may be executed in counterpart and the signed counterparts shall constitute a single instrument. The signatories to this AGREEMENT have the authority to bind their respective PARTY to this AGREEMENT.

SECTION 17. INTEGRATION CLAUSE:

- 17.1 Entire Agreement: The PARTIES acknowledge and agree that this AGREEMENT shall constitute the final expression of their agreement with respect to the subject matter of this AGREEMENT. There are no restrictions, promises, warranties or undertakings, other than those set forth or referred to herein. This AGREEMENT supersedes all prior agreements and understandings between the PARTIES with respect to the subject matter.

IN WITNESS WHEREOF, the PARTIES hereto have executed this AGREEMENT on the dates opposite their respective signatures:

-SIGNATURE PAGE OF COOPERATIVE AGREEMENT-

APPROVED AS TO FORM:

By: _____
Name: _____
Title: _____

Date: _____

By: _____
Name: _____
Title: _____
Date: _____

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